



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT0862X 7
EFFECTIVE BEGIN DATE: 04-26-2006
EXPIRATION DATE: 04-25-2007
PAGE: 1 of 6

BUYER : SHARON DOWNEY
Sharon.Downey@iowa.gov
515-281-5982

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

Hasco International Inc
PO Box 74130

Dayton, KY 41074-0130
USA

VENDOR CONTACT:

TOM HAAS
PHONE: 800-860-6300 EXT:
EMAIL:
VENDOR #: 61103359400

DESCRIPTION OF ITEMS CONTRACTED

ANIMAL TAGS

ALL TAG ORDERS SHOULD BE 50 THOUSAND EACH

Contract To Provide Animal Tags Pursuant To The Specifications, Terms And Conditions Of Sealed Bid No. Bd90400s088 Dated March 8, 2004 On File With The Department Of Administrative Services General Services Enterprise/Purchasing. Hoover State Office Building Level A, Des Moines, Iowa 50319-0105. Vendor Must Supply: A Certification That The Tags Shall Remain Legible After Being Subjected To A Neutral Salt Spray Test (125 Hours) By A Approved Laboratory. Delivery: Vendor Shall Be Financially Accountable For Any Shipment Not Received Within 30 Days Of Written Or Verbal Order Placement, And Willing To Sign An Affidavit Promising They Will Meet All Of Our Demands For Tags/Applicators Or Pay Penalties Or Up To \$680.00 Per Day. This Penalty Will Be At Our Discretion. Shipping All Tags Will Be Shipped On Pallets As Follows: A. 5" To 6" High Under Top Board Of Pallet, To Accommodate Pallet Jack. (7) Days Prior To The Bid Opening Date/Time. If Less Than B. 29" Width Inside Of Pallet, To Accommodate Pallet Jack. C. 30" Maximum Over All Width, To Accommodate Elevators. Compatibility: All Tags Bid Must Fit The Equipment (Taggers, Pliers And Etc.) Agency Contact: Bob Peterson 515-281-5155 Minimum Order For Acceptance 10,000 Tags

vendor contact: tom haas
phone 859-261-6000
fax 859-261-6002

NET 60, FIRM 365 DAYS, DELIVERED

CATTLE TAGS 50,000 PER ORDER & SHIPMENT INCREMENT

SWINE TAGS 100,000 PER ORDER & SHIPMENT INCREMENT

RENEWAL PERIODS

FROM 04-26-2006 TO 04-25-2007
FROM 04-26-2007 TO 04-25-2008
FROM 04-25-2008 TO 04-25-2008

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

009 Agriculture & Land Stewardship

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
2	0.00000	M	08075 Tags, Pet Identification Style 681-1 Tags-On-Tape. Material Style 681 Bright Or Equal. Brand Hasco Material & Finish: 5/16" Width By .030" Thickness 1008 Low Carbon Cold Rolled Galvanized Steel Electro-Galvanized Coating And Thickness .0001" Both Sides. Material To Be Processed Through Acid And Alkaline Material & Finish. Numbering: 5/32" Height Tag Piercing Point & Post. Tapered Style- 5/16" Width At Top Of Point With 1/8" Ribbed Embossing Along Point Length For Adequate Strength For Penetration Of The Animal'S Ear And Proper Locking. Sealed Dimensions: 7/8" Inside Length, 5/16" Height At Point. 3/16" Height To Elbow. Tag Edges: Teh Edges Shall Be Burr Free And Not Sharp To Prevent The Cutting Or Chafing Of Fingers When Placing Tag In The Plier And To Prevent Irritation In The Animal'S Ear. Sealing Unit: Counter Sunk Hole In Base Of Tag Through When The Point Is Guided To Be Drawn Approximately 180 Degree In Sealed Position, Securely Locking Against Lower Tag Extremity. Stamping: Tags Will Be Stamped With Alpha-Humeric Serial Number. All Characters Shall Be Helvetica Bold 10 Point Ery Large Font Lettering Style. All Characters Are Embedded 0.25 Mm +/- 0.01 Mm Into The Metal. Characters Must Be 1/8" Minimum In Height & Imprinted Through The Coating Into The Steel Base. There Shall Be Minimum Of 0.04 Of An Inch Space Between Characters. Packing: Twenty-Five (25) Consecutively Numbered Tags Per Strip Of Tape With Cardboard Insert For Packing Support. The Tape To Have A Shelf Life Of Two Years. Tags Pac	\$24.000000 \$0.000000
3	0.00000	M	08075 Tags, Pet Identification Style 49-Xe Or Equal Metal Ear Tag For Large Swine Identification With Enamel Finish Supplied To The Following Specifications & Must Be Suitable For Application With Model 7s Pow-R-Cep (R) Vice-Grip (R) Adjustable Applicator. 3/8" Width By .042" Minimum Thickness 1008 Low Carbon Steel. Steel To Be Electro-Galvanized With A Coating Thickness Of .0001" Both Sides, Processed Through Acid & Alkaline Cleaning & Will Receive A Chemical Conversion Coating To Enhance Paint Adhesion. Paint Application To Be Accomplished By Reverse Roller Coat Method To Guarantee Thickness Coatings & Uniform Painting. Paint To Be Exterior Grade Applied Minimum Of .55 Mils Dft & Baked At Approximately 420 Degree Fahrenheit. Coloring: Blue #B221 Topside. Underside Any Color, But Must Be Painted Numbering: 3/16" Height Tag Edges: The Tag Shall Have No Burrs Or Sharp Edges To Prevent The Cutting Or Chafing Of Fingers When Placing Tag In The Applicator & To Prevent Irritation In The Animal'S Ear. Tag Point & Post: 3/8" At Widest Point - Full Material (.042) Minimum Thickness. Must Be Tapered From Full Thickness & Width At Top To A Sharp Point With A 1/8" Rubbed Embossing Along Length Of Tapered Point Thereby Assuring Strength For Penetration Of The Animal'S Ear & Proper Locking. Sealed Dimensions: 1 7/16 Length X 3/8 Height X 3/8 Width Sealing Unit: Full Closed Housing Formed As An Integral Part Of The Tag,Not A Separate Unit. Strong Bridge Bar In Center Of Housing For Locking Tag. Stamping: Tags To Be Sta	\$35.500000 \$0.000000
4	0.00000	M	08075 Tags, Pet Identification Style 49-Xp Or Equal Metal Ear Tag For Cattle Identification With Orange Colored Coating Supplied To The Following Specifications & Must Be Suitable For Applicatin With The Model 7s Pow-R-Cep (R) Vise-Grip (R) Adjustable Applicator. .047" Minimum Metal Thickness, Low Carbon Cold Rolled Steel. 3/8" Width Minimum .00015 To .0002 Electro- Galvanized Coating (Both Sides) Under- Neath A .004 Vinyl Film Laminate Orange Gtrf80 On Top Side. Reverse Side Any Color, But Must Be Painted. Paint To Be On Top Of Electro Galvanized Coating The Electro Galvanized Coating & Vinyl Film To Be In Addition To The Minimum .047 Metal Thickness. The Pvc Laminated Material To Be Processed Onthe Cold Rolled Steel Core In Chronological Procedures As Follows: From Core To Underside: 1. Alkaline Cleaning 2. Electro-Glvanized Coating 3. Alkaline Cleansing 4. Bonderizing 5. Chromic Rinsing 6. Baked Alkaline Coating From Core To Topside Or Outside. A. Alkaline Cleaning B. Electro-Galvanized	\$37.750000 \$0.000000



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5	0.00000	M	Coating C. Alkaline Cleansing D. Bonderizing E. Chromic Rinsing F. Baked Epoxy Adhesive G. Pvc Laminate Film Numbering: 3/16" Height Tag Edges: The Tag Shall Have No Burrs Or Sharp Edges To Prevent The Cutting Or Chafing Of Fingers When Placing Tag In The Applicator & To Prevent Irritatin In The Animal'S Ear. Tag Point & Post: 3/16" At Widest Point - Full Material (.047") Thickness. Must Be Tapered From Full Thickness & Width At Top To A Sharp Point With 1/8" Ribbed Embossing Along Length Of Tapered Point There By 08075	\$30.500000 \$0.000000
6	0.00000	M	Tags, Pet Identification Style Hasco Style #49 Bright Metal Ear Tag For Cattle Indentification Supplied To The Following Specifications & Must Be Suitable For Application With The Model 7s Pow-R-Cep (R) Vise-Grip (R) Adjustable Applicator. Tag Must Be Applied In One Operation With An Applicator & Must Be A One Piece Self-Contained Tag With The Tapered Point Self-Aligning, Self Piering & Self-Locking. The Tapered Point Must Penetrate The Animal'S Ear. The Inside Tag Dimensions Must Assure Adequate Space For Ear Growth & To Permit Proper Healing Of The Incision. The Inside Area Of The Tag, When Properly Sealed, Should Have A Minimum Of 3/8 Height X 1 7/16 Length X 3/8 Wide Material: The Ear Tag Shall Be Made Of Sae 1008 Nickel-Zinc Coated Low Carbon Cold Rolled Steel With A Minimum Coating Thickness Per Side Of .0001 Inches With A Planished Finish. The Minimum Thicknes Of The Metal Shall Be .042 Inches. The Metal Shall Provide 125 Hours Of Protection In Salt Spray Test Against Red Rust As Per Astm-B117 Specifications The Steel Shall Not Break Or Crack Upon Closure Of The Ear Tag. The Width Of The Tag Shall Be 3/8 Of An Inch. The End Of The Plane With Closed Locking Housing Shall Be 11/32" Radius, Not Squared. The Edges Of The Tag Shall Be Parallel To Each Other. Tag Edges: The Edges Shall Be Burr Free And Not Sharp To Prevent The Cutting Or Chafing Of Fingers When Placing Tag In The Plier Andto Prevent Irritation In The Animal'S Ear. Stamping: Tags Will Be Stamped With An Alpha-Numeric Serial Number. 08075	\$24.050000 \$0.000000
7	0.00000	M	Tags, Pet Identification Style 681xe Or Equal Pink Metal Pink Metal Ear Tag For Swine Indentification With Painted Coating Supplied To The Following Specifictions And Must Be Suitable For Application With Model 681s Applicator. 5/16" Width By .030" Thickness 1008 Low Carbon Cold Rolled Galvanized Steel Electro-Galvanized Coating And Thickness .0001" Both Sides. Material To Be Processed Through Acid And Alkaline Cleaning And Will Receive A Chemical Conversion Coating To Enhance Paint Adhesion. Paint Applicatin To Be Accomplished By Reverse Roller Coat Method To Guarantee Thickness Coating And Uniform Painting. Paint To Be Exterior Grade Applied Minimum Of .55 Mils Dft And Baked At Approximately 420 Degree Fahrenheit. Coloring: Pink #R243 Topside. Opposite Side Eny Color, But Must Be Painted. Numbering: 5/32" Height Tag Piercing Point & Point: Tapered Style - 5/16" Width At Top Of Point With 1/8" Ribbed Embossing Along Point Length For Adequate Strength For Penetration Of The Animal'S Ear And Proper Locking. Sealed Dimensions: 7/8" Inside Length. 5/16" Height At Point. 3/16" Height At Elbow. Tag Edges: The Edges Shall Be Burr Free And Not Sharp To Prevent The Cutting Or Chafing Of Fingers When Placing Tag In The Plier And To Prevent Irritationin The Animal'S Ear. Sealing Unit: Counter Sunk Hole In Base Of Tag Through Which The Point Is Guided To Be Drawn Approximately 180 Degree In Sealed Position, Securely Locking Against Lower Tag Extremity. Stamping: Tags Will Be Stamped With An Alpha- Numeric Serial 08075	\$27.000000 \$0.000000
			Tags, Pet Identification Hasco Style #49-Xp (Pink) Pink Ear Tag For Cattle Identification Specifictions And Must Be Suitable For Application With The Model 7s Pow-R-Cep Vise-Grip (R) Adjustable Applicator. .047" Minimum Metal Thickness, Low Carbon Cold Rolled Steel. 3/8" Width. Minimum .00015 To .0002 Electro-Galvanized Coating (Both Sides) Underneath A .004 Vinyl Film Laminate Pink #12-6911 On Top Side. Reverse Side Any Color But	



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8	0.00000	M	<p>Must Be Printed, Paint To Be On Top Of Electro Galvanized Coating. The Electro Galvanized Coating And Vinyl Film To Be In Addition To The Minimum .047 Metal Thickness. The Pvc Laminated Material To Be Processed On The Cold Rolled Steel Core In Chronological Procedures As Follows: From Core To Underside: 1. Alkaline Cleansing 2. Electro-Galvanized Coating 3. Alkaline Cleansing 4. Bonderizing 5. Chromic Rinsing 6. Baked Alkaline Coating From Core To Topside Or Outside. A. Alkaline Cleansing B. Electro-Galvanized Coating C. Alkaline Cleansing D. Bonderizing E. Chromic Rinsing F. Baked Opoxy Adhesive G. Pvc Laminate Film Numbering: 3/16" Height Tag Edges: The Tag Shall Have No Burrs Or Sharp Edges To Prevent The Cutting Or Chafing Of Fingers When Placing Tag In The Applicator And To Prevent Irritation In The Animal'S Ear. Tag Point & Point 3/16" At Widest Point - Full Material (.047") Thickness, Must Be Tapered From Full Thickness And Width At Top To A Sharp Point With 1/8" Ribbed Embossing Along Length Of Tapered Point There By Assuring Strength For Penetratin Of The Animal</p> <p>08075</p>	<p>\$26.100000</p> <p>\$0.000000</p>
9	0.00000	EA	<p>Tags, Pet Identification</p> <p>Style 681 Or Equal Bright Bright Metal Ear Tag For Swine Identificatin Supplied To The Following Specifications And Must Be Suitable For Application With Model 681s Applicator. Material & Finish: The Ear Tag Will Be Made Of Sael008 Nickel Zinc Low Carbon Cold Rolled Electro Nizn Coated Steel. Thickness - Having A Thickness Of .030" And A Width Of 5/16". The Steel Will Have A Minimum Coating Thickness Per Side Of .0001" With A Planish Finish And Be Aluminum Killed. Numbering: 5/32" Height. Tag Piercing Point & Post: Tapered Style - 5/16" Width At Top Of Point With 1/8" Ribbed Embossed Along Point Length For Adequate Strength For Penetration Of The Animal'S Ear And Proper Locking. Sealed Dimensions: 7/8" Inside Length, 5/16" Height At Point. 3/16" Height At Elbow. Tag Edges: The Edges Shall Be Burr Free And Not Sharp To Prevent The Cutting Or Chafing Of Fingers When Placing Tag In The Plier And To Prevent Irritatin In The Animal'S Ear. Sealing Unit: Counter Sunk Hole In Base Of Tag Through Which The Point Is Guided To Be Drawn Approximately 180 Degree In Sealed Position - Securely Locking Against Lower Tag Extremity. Stamping: Tags Will Be Stamped With An Alpha-Numeric Serial Number. All Characters Shall Be Helvetica Bold 10 Point Very Large Font Lettering Style. All Characters Are Embedded 0.25 Mm +/- 0.01 Mm Into The Metal. Characters Must Be 1/8" Minimum In Height And Imprinted Through The Coating Into The Steel Base. There Shall Be A Minimum Of 0.04 Of An Inch Space Between</p> <p>08075</p>	<p>\$95.000000</p> <p>\$0.000000</p>
10	0.00000	PAIR	<p>Tags, Pet Identification</p> <p>Hasco Tagger 25s With Curved Magazine Or Equal. To Use With Tags Style 681 Bright.</p> <p>08075</p>	<p>\$23.100000</p> <p>\$0.000000</p>
11	0.00000	PAIR	<p>Tags, Pet Identification</p> <p>Hasco Model #7s Adjustable Pow-R-Ceps (R), Vise-Grips (R) Applicator Or To Use With Tags Models #49-Xe, S-49, And 49-Xp.</p> <p>08075</p>	<p>\$13.000000</p> <p>\$0.000000</p>
			<p>Tags, Pet Identification</p> <p>Hasco Model #681s Pliers</p>	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N60

NET 60 DAYS